

Title: Steel Benches and Matching 22 Gallon Steel Trash Receptacles



BID PACKAGE

CITY OF BEVERLY HILLS
COMMUNITY SERVICES DEPARTMENT
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA
90210 (310) 285-2537

LEGAL NOTICE - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

SECTION I:	REQUEST FOR BIDS
SECTION II:	GENERAL INFORMATION AND INSTRUCTION
SECTION III:	DETAIL SPECIFICATIONS
SECTION IV:	BID FORM

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, on or before 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I – REQUEST FOR BIDS

Date of Request: Thursday, January 30, 2014

Bid Number: 14-19

Item Description: Dumor Steel Park Benches and 22 Gallon Steel Trash Receptacles

Bid Opening: Thursday, February 20, 2014 at 2:00pm

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified date and time will not be accepted. Mailed bids, which are delivered after the specified date and time will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID

PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID.

THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND/OR ELECT NOT TO AWARD A BID.

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. The bidder's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause forfeiture of the bid deposit and removal from qualified Bidder's List.
2. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for bidder to request additional compensation.
3. Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
4. Successful bidder(s) shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from his obligation nor change the terms of the contract.
5. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the bidder.
6. Bidder shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
7. Each bidder shall submit in full this completed original BID DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
8. Bidders shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
9. Cash discounts shall be considered in the evaluation of the bids, except that payment periods of less than thirty (30) days will not be considered in award of this bid. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.
10. Upon the award of the bid to the successful bidder, if insurance is required by the terms of this bid, the City will require evidence of such coverage be furnished within fourteen (14) days of notification of bid award.

11. The Bidder agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Bidder, or any person employed by Bidder, including agents and independent bidders, in the performance of this agreement.
12. Every supplier of materials and services and all bidders doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
13. Prices quoted herein must be firm for a period of not less than six (6) months after date of bid opening.
14. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
15. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.
16. Quantities specified in Section III are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
17. "Bidder shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its bidders self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."

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18. For any questions regarding this bid, please contact: Michelle Ramos-Vergara, via e-mail at: mvergara@beverlyhills.org.

19. Bidders must submit one (1) original bid and one (1) copy to the City of Beverly Hills.

SECTION III – DETAILED SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

This request for bid is for equipment which is necessary to standardize the park bench and trash receptacle inventory for assigned City of Beverly Hills parks by replacing aging benches and trash receptacles to match benches and trash receptacles that have been replaced in recent park upgrades. The park benches and trash receptacles must match the exact specification.

One or more purchase orders will be issued to one or more bidders for the provision of the items specified herein.

1. Park benches and trash receptacles:

- a. One Hundred and Two (102) Dumor model 93-60-3AR six (6) foot all steel powder coated black park benches with center armrest and two (2) inches tall by ten (10) inches long plaque insert.
- b. One Hundred and Ninety-Three (193) Dumor model 87-22-FTO twenty two (22) gallon all steel powder coated black trash receptacles.
- c. Shipping costs.
- d. Taxes @ 9%.

Each bidder must provide separate pricing for each item identified above on the Pricing Sheet provided as Attachment "A" to the Bid Form. If the bidder chooses not to bid on any one or more line items, bidder must indicate "NO BID" for those line items.

Each bidder shall submit in full, two (2) copies of this completed original BID DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work proposed to be furnished.

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SECTION IV - BID FORM
(Must be completed by Bidder)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, at prices indicated below:

Bid Proposal: \$ _____

Payment Terms _____

Warranty _____ **Exceptions or Deviations attached** ☐ YES ☐ NO

Delivery _____ (Number of Days) **Company Name** _____

Telephone _____ **Address** _____

Person submitting bid

 Print Name

 Title

 Signature

F.O.B.

All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All bid proposals shall be inclusive of tax at the rate of 9% when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

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AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL UPON RECEIPT OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is "NO BID", please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____

Print Name

Signature

Title

Date

PLEASE RETURN TO:

ATTN: BID NO. 14-19 (Dumor Steel Park Benches and 22 Gallon Steel Trash Receptacles)

City of Beverly Hills
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210

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**ATTACHMENT "A" TO BID FORM
PRICING SHEET**

ITEM	PART #	DESCRIPTION	QTY	LIST PRICE	EXTENDED PRICE	SALES TAX @ 9%
HARDWARE						
1.	93-60-#AR	Dumor 6 foot all steel powder coated black park bench with center armrest and two (2) inch tall by ten (10) inch long plaque insert	102			
2.	87-2-FTO	Dumor twenty two (22) gallon powder coated black trash receptacle	193			
SHIPPING						
3.	N/A	Shipping	N/A			

Revised 02/19/09 T-shortbid